IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

Suit No. 2334 of 1988

Steel Authority of India Ltd. ..Plaintiff

vs.

Pavan Kumar Gupta ..Defendant

Ms.B.Lobo with Mr.Sangram Suryavanshi i/b Mulla and Mulla for plaintiff.
None for defendant.

CORAM: S.C.DHARMADHIKARI J.
16th July, 2007

P.C.

1. Steel Authority of India Ltd., the original plaintiff, has filed the present suit against the defendant praying for a decree for the sum of Rs.9,36,751.04 on the basis that the plaintiff had supplied diverse quantities of steel after there was an offer made on 29th July, 1987. After the offer was accepted, the defendant handed over two cheques, details of which are set out in the plaint, to the plaintiff. On the basis of the cheques which were forwarded, the defendant took delivery of the consignment from the plaintiff's Mulund Stockyard from 4th to 6th August, 1987. However, in the mean while, the cheques, upon presentation, by the defendant's banker were dishonoured. It was also revealed that excess quantity 1.76 M.T. of iron and steel of the value of Rs.6298.76 paise was taken delivery of and that is how the plaintiffs

are claiming the principal sum of Rs. 7.86,298.71 and interest at 24% p.a. in accordance with the terms.

2. The original documents apart from the duplicate signed letter of offer are filed. The duplicates have been produced by the plaintiffs from their custody and it is duly signed by the very Branch Manager. The quantity supplied including the demands of the defendant and terms are recorded. The suit is based upon the transaction between the parties pursuant to this letter of offer. The document evidencing lifting of the stock including delivery challans are filed on record. The original challans with the bankers' endorsement and correspondence between the parties has also been placed on record.

3. The plaintiff's Advocate submits that despite receipt of writ of summons no written statement is filed and none is appearing for the defendants to cross examine the plaintiff's concerned officers although they are available for the same.

4. She submits that the reply to the suit notice raised certain issues but the defendants despite contending that the amounts are not payable have not come forward to make good their case in the reply to the suit notice dated 15th December, 1987.

5. The original documents are taken onrecord and marked "X" for identificatuion so also the affidavit which is taken on record is marked "Y" for identification.

6. There will be decree as prayed in as much as there is no impediment in law for this Court to exercise its powers under Order 8 of the Code of Civil Procedure. Claim in the suit is not barred by limitation nor is anything there on record to show that this Court has no jurisdiction to entertain and try the suit. Hence, the following order.

7. The suit stands decreed in terms of prayer clause (a). Advocate’s costs to be computed as per rules. Refund of court fees also to be computed and paid in terms of rules.

(S.C.DHARMADHIKARI J.)